



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

REQUEST FOR QUOTATION (RFQ)

GEM BID NO.: GEM/2021/B/1789072

Date: 29.12.2021

SUB.: PROCUREMENT OF MANAGED LAN SWITCHES FOR BCPL LAN .

Dear Sir,

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under **two bid system** for supply of tendered items in complete accordance with enclosed tender document:

1. You are requested to provide **best possible rates** for the items indicated in price schedule format enclosed.
2. Offer should be submitted in sealed envelope, duly super-scribing enquiry no. & description. The offer should be completed with the Technical Part of offer, price/rates in enclosed Price Schedule Format and acceptance of commercial terms & conditions of tender document.
3. Offers complete in all respect should be sent through e-mail to undersigned (as scanned enclosure) followed by Originals through Courier so as to reach office of **HoD (C&P), BCPL, LEPETKATA, Dist. Dibrugarh (ASSAM) India, Pin Code-786006.**
4. Please confirm validity of your above offer for **3 months** from the final date of Tender Closing.
5. Also please ensure to send complete technical details of the product being offered along-with your offer/quotation against this RFQ.
6. Agreed Terms and Conditions (Annexure-I), General Purchase Condition (Annexure II), and Price Schedule (Annexure-III) with this RFQ shall be submitted duly filled, signed along with your offer.

7. PRICE BASIS:

FOT BCPL, Lepetkata

8. DELIVERY/COMPLETION SCHEDULE :

The Switches are to be supplied at BCPL site, Lepetkata, Dibrugarh, Assam. Delivery to be done within 6 Months from the date of placement of order.

9. **All pages of the Tender should be duly signed** as a token of acceptance of each terms and conditions of the Tender.

10. **VAT / TIN NO:**

Bidder must have valid GST registration no. and same should be indicated in the quotation

11. BCPL reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

12. **CONSIGNEE/DELIVERY ADDRESS:**

Brahmaputra Cracker and Polymer Ltd.
Lepetkata
Dibrugarh-786006, Assam

13. **TRANSIT INSURANCE:**

In SUPPLIER's scope.

14. **SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE.**

Not Applicable

15. **WARRANTY/GUARANTEE.**

Please refer clause No. 5.0 of Annexure I - SCC (Special Condition of Contract).

16. **PACKING.**

All the items shall be packed properly to avoid any damage during transit and for long time storage. The quoted price shall be inclusive of packing charges, if any. Vendor to deliver items in good packing and each part no. /item no. to be tagged on the item with description for proper identification.

17. **TERMS OF PAYMENT:**

100% payment shall be released within 15 days from RECEIPT & ACCEPTANCE of materials at site.

18. **PRICE REDUCTION SCHEDULE (PRS):**

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ $\frac{1}{2}$ % of the delayed delivery value maximum upto 5% of the total order value. In case of delay in delivery of each lot of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of the delayed delivery value (of the particular lot under consideration) per week of delay or part thereof. However, total deductions because of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties.

GST shall be applicable of PRS amount.

19. JURISDICTION OF COURT

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

20. ARBITRATION

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in Respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

21. FORCE MAJEURE

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply.

For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

22. FALL CLAUSE:

Fall clause as per clause No. 19 of General Purchase Conditions needs to be submitted with the offer.

23 BID PRICES:

23.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) **GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation** (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation upto Delivery Location and other costs incidental to delivery.

The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, BCPL reserves the right to transport the material with it's own transporter.

- E) Charges for incidental services and **GST (CGST & SGST/UTGST or IGST) on these services** as per the Price Schedule/ Schedule of Rates.

23.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.

23.3 It shall be the endeavour of the Purchaser to arrange transit insurance (refer BDS for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

23.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

23.5 The delivery basis of the goods is mentioned in BDS. The date of LR/GR shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.

- 23.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 23.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 23.8 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 23.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

24.0 TAXES & DUTIES:

- 24.1 Within the contractual delivery period, the statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

Beyond the contractual delivery period, in case BCPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 24.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

24.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

24.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

24.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

24.6 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/regulation**, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by BCPL to the Supplier.

24.7 The supplier shall mention the particulars of Brahmaputra Cracker and Polymer Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.

24.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

- 24.9 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, there prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid. Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 24.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by BCPL.

24.11 **Anti-profiteering clause:**

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.

- 24.12 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**

BCPL shall appreciate submission of offer **with best possible rates with** complete acceptance of the terms & conditions contained in the enclosed General Purchase Conditions i.e. ANNEXURE-III on urgent basis.

*Yours truly,
For & on Behalf of
M/s Brahmaputra Cracker and Polymer Limited*

B J Barman
Manager - Contract & Procurement
Ph No. 9954195756
E-MAIL: bhaskar.barman@bcplindia.co.in

DATE AND TIME OF PRE- BID CONFERENCE VENUE:

04.01.2022 at 15:00 hrs.

Brahmaputra Cracker & Polymer Limited, C&P Department, Administrative Building, P.O: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636; Mobile No.: 9954195756
OR

Query if any may be forwarded to e-mail id bhaskar.barman@bcplindia.co.in or before 04.01.2022 at 15.00 Hrs. Comment/ clarification on the query related shall be sent on E-mail.

OR

04.01.2022 at 15:00 hrs through video Conference on prior intimation of participation by interested bidders to the undersigned.

Name : Bhaskar Jyoti Barman

E-mail: bhaskar.barman@bcplindia.co.in

Contact No.: +91-9954195756

ENCLOSURES:

ANNEXURE-I	:	AGREED TERMS & CONDITIONS QUESTIONAIRES
ANNEXURE-II	:	GENERAL PURCHASE CONDITIONS
ANNEXURE-III	:	SPECIAL CONDITION OF CONTRACT
ANNEXURE-IV	:	Un-PRICE SCHEDULE

ANNEXURE-I

AGREED TERMS AND CONDITIONS
(PLEASE CONFIRM & COMMENT POINT BY POINT)

Sl. no.	Queries	Confirmation by Offered (YES/NO)
1.	Confirmation that your offer is valid up to 3 (Three) MONTHS from the due date of opening of offers.	
2.	Confirmation that offer contains firm and fixed unit and total prices on FOT Site BCPL, Lepetkata basis as per price schedule format of RFQ, till complete execution of order.	
3.	Please indicate Dispatch Point .	
4.	Please Confirm that TRANSIT INSURANCE shall be within SUPPLIER's Scope.	
5.	TERMS OF DELIVERY The Switches are to be supplied at BCPL site, Lepetkata, Dibrugarh, Assam. Delivery to be done within 6 Months from the date of placement of order.	
6.	Please confirm acceptance of payment terms as per RFQ.	
7.	Please confirm acceptance of Price reduction schedule (PRS) as per RFQ.	
8.	Please confirm acceptance to terms and conditions of Arbitration and Applicable Laws, Force Majeure, Repeat Order Clause, Fall clause as per RFQ & GPC (Annexure-III).	
9.	Please confirm the applicability of GST & submission of GST invoice .	
10.	Please confirm the following:	
	a) Rate of applicable GST (CGST & SGST/ UTGST or IGST)	
	b) Confirm that item wise Harmonized System Nomenclature (HSN) codes has been submitted and mentioned in un-priced & priced SOR	
	c) Confirm any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.	
	d) Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule.	
	e) Confirm any error of interpretation of applicability of rate of GST	

	(CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by bidder shall be to bidder's account.	
	f) Confirm acceptance of Anti-profiteering clause no. 171 of GST Act as per ITB clause No. 13.11 .	
11.	Confirmation that prices have been submitted as per price schedule enclosed with the tender document with freight charges up to BCPL site, Lepetkata, Dibrugarh.	
12.	Please confirm the PACKING SIZE (net weight, gross weight, dimension).	
13.	Please confirm whether company is Micro/Medium/SSI unit/NSIC etc. and relevant certificate is submitted in your offer.	
15.	Please confirm whether duly signed & stamped RFQ, Annexure I Annexure-II and Annexure-III & IV submitted.	
16.	Please confirm acceptance to repeat order terms and conditions as per CL. No. 16 of GPC (Annexure-II).	
17.	Confirmation to the following:	
	i) Acceptance to terms & conditions of tender in totality.	
	ii) Acceptance to Technical specification of tender in totality.	
	iii) Acceptance to Guarantee/Warrantee as per Tender	
	iv) Acceptance of Repeat order Clause.	
	v) Acceptance to Fall clause as per RFQ & GPC	
	vi) Acceptance that in case of conflicting version of various terms & conditions at different places, Purchaser can choose any version.	
Note: Confirmations provided by bidder in this Format shall supersede/override to any other conflicting version(s) of such terms mentioned by bidder anywhere in their Bid/offer.		
SELLER'S OFFER NO.		SIGNATURE
E-MAIL:		NAME
PHONE, MOBILE & FAX:		DESIGNATION
VAT / CST Registration No :		

Brahmaputra Cracker & Polymer Limited (BCPL)

Annexure - II

GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, (Postal Address):-Brahmaputra Cracker and Polymer Limited, P. O. LEPETKATA, DIST. DIBRUGARH (Assam) – 786006. **(For Courier Services):- BCPL, LEPETKATA, Distt. DIBRUGARH – 786006** any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation duly sealed & superscribed with the tender/enquiry no., offer opening date and the words ‘QUOTATION – DO NOT OPEN’, should reach this office on or before the due date of opening along with samples, if required. Quotation may also be sent through e-mail. BCPL reserves the right to accept/reject the offer without assigning any reason whatsoever.
3. Local Sales Tax and Central Sales Tax /VAT /TIN registration Nos. must be mentioned in the quotation.
4. Rate should be given according to unit mentioned in NIT and no alternative unit will be considered. Taxes, duties, P&F and freight charges to Site should be indicated separately. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 4 months from the offer opening date.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer/ post-offer modification of offer after the opening date will not be considered. Further, BCPL will not allow any upward revision of prices during the contract period unless specifically stated in the purchase Order.
8. The required quantities at the time of placement of order can be changed upto $\pm 25\%$ of the quantities specified in enquiry.
9. **Price Reduction Schedule for delayed delivery:** In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or

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by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value.

GST shall be applicable on PRS amount.

10. Enterprise's information with respect to MSME Development Act, 2006:

The bidder is required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority:

“We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006.”

(Please strike off whichever status is not applicable).

Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as enterprises which have filed a memorandum with the authority specified by the respective State Government.

If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following:

“We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No).”

If the response to the above is ‘Yes’, the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.”

11. Warranty/Guarantee:

Party shall warrants that the supplied items will be free of defects in design, material and workmanship for twelve (12) months from date of installation or eighteen (18) months from date of dispatch. In case of rejection of goods supplier shall replace/repair the same at no extra cost to BCPL and till such time the rejected goods shall be lying at site at the risk and cost of supplier.

12. Payment terms:

100% Payment will be released within 15 days of receipt and acceptance of material/installation at site/stores.

13. Invoice:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (F&A) BCPL, LEPETKATA immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

14. Packing & Marking:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or

pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

15. Dispatch documents:

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BCPL well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

16. Repeat Order: Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

17. Force Majeure:

Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller.

The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply. For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their offer and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

18. Resolution of Disputes / Arbitration:

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the General Manager of BCPL whose award shall be final & binding on both the parties. The contract shall deem to have been entered at BCPL, LEPETKATA and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati.

19. Fall Clause:

The price charged for the items supplied under the contract by the seller shall in no event exceed the lowest price, at which the seller or his Agent/Principal/Dealer, as the case may be,

sells the goods or offer to sell goods of identical description to any persons/organizations around the world during the currency of the contract.

If at any time during the said contract period, seller or his Agent/Principal/Dealer, as the case may be, reduces the sale price, sells or offers to sell such goods to any persons/organizations at a price lower than the price chargeable under the contract, he shall

forthwith notify such reduction or sale or offer of sale to the BCPL and the price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. However, the above stipulation will not apply to:

a) Exports by the Seller

b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement

c) Sale of goods such as drugs which have expiry dates

The Seller shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against this order.

“I/We certify that there has been no reduction in sale price of the goods of description identical to the goods supplied to the BCPL under the contract herein and such goods have not been offered/sold by me/us to any person/organization around the world up-to the date of bill/ during the currency of the contract whichever is later, at a price lower than the price charged to the BCPL under the order”.

Such a certificate shall be obtained except for quantity of items/goods/materials categories under sub clause (a), (b) & (c) above, of which details shall be furnished by the Seller.

20. Seller shall protect and fully indemnify BCPL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **Supply Condition**

All equipment supplied at the stipulated locations shall be NEW and respective OEM make and confirming to the contract technical specifications. The end of life and end of support shall be minimum 5 years from the date of supply.

All the necessary cable and accessories such as power cable should of Indian standard.

2. **Payment Terms**

BCPL shall release 100% payment within 30 days of Receipt and Acceptance of the items.

3. **Delivery Schedule**

- The Switches are to be supplied at BCPL site, Lepetkata, Dibrugarh, Assam.
- Delivery to be done within 6 Months from the date of placement of order.
- Delivery of the GOODS shall be made by the SELLER, and the goods shall remain at the risk of the SELLER until delivery has been completed.

4. **Price Reduction Schedule (PRS)**

For delay in delivery beyond the scheduled delivery period as mentioned above, PRS shall be applicable @ 0.5% of the order value of the delayed quantities per week of delay or part thereof subject to maximum of 5% of the order value of the delayed quantities. The total deduction on account of delay will be limited to 5% of the total contract value.

5. **Warranty**

Bidder has to provide 3 year onsite OEM warranty.

6. **Confirmation to be provided:**

To Be Complied		
Sl. No.	Description	Confirmation by the bidder
1	<u>Authorization Letter</u> <i>Bidder must be OEM M/s CISCO or an Authorized Business Partner /System Integrator of OEM M/s CISCO</i> <i>In case bidder is an Authorized Business Partner /System Integrator of OEM M/s CISCO, then the bidder has to submit the letter issued by OEM M/s CISCO referring this tender number and confirming</i>	All documents to be submitted must be <u>Self Attested</u> with legible stamp

	<i>bidder's status as their authorized business partner/ system integrator supplier of quoted items and that the bidder is capable of providing maintenance support services.</i>	
2	The materials required are manufactured/ provided only by M/s CISCO . No other OEM/make is acceptable as substitute for technical reasons. Hence the bid by M/s CISCO or its Authorized Business Partner /System Integrator shall only be acceptable on PAC (Proprietary Article certificate) basis. Bidder to submit valid supporting documents for the same.	
3	Payment Term: As per GEM GTC	
4	<u>Fall clause :</u> The price charged for the items supplied under the contract by the seller shall in no event exceed the lowest price at which the seller or his Agent/Principal/Dealer, as the case may be, sells the goods or offer to sell goods of identical description to any persons/organizations around the world during the currency of the contract. If at any time during the said contract period, seller or his Agent/Principal/Dealer, as the case may be, reduces the sale price, sells or offers to sell such goods to any persons/organizations at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the BCPL and the price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. However, the above stipulation will not apply to: a) Exports by the Seller b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) Sale of goods such as drugs which have expiry dates The Seller shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against this order. "I/We certify that there has been no reduction in sale price of the goods of description identical to the goods supplied to the BCPL under the contract herein and such goods have not been offered/sold by me/us to any person/organization around the world up to the date of bill/ during the currency of the contract whichever is later, at a price lower than the price	

	charged to the BCPL under the order”. Such a certificate shall be obtained except for quantity of items/goods/materials categories under sub clause (a), (b) & (c) above, of which details shall be furnished by the Seller.	
5	Confirmation on submission of inter changeability certificate at the time of supply along with material.	
6	Warranty Bidder has to provide 3 year onsite OEM warranty	
7	Delivery schedule: 160 days from the date of GeM contract/order.	
8	Price Basic: FOT Lepetkata, Dibrugarh. Quoted price should be inclusive of P&F, Freight Charges, all taxes & duties.	

Note: Other terms and conditions shall be as per the General Terms and Conditions of GeM.

***FORMAT FOR FALL CLAUSE CERTIFICATE:**

[To be submitted on Vendor Letter head]

FALL CLAUSE CERTIFICATE

Material Supplied Under:

PO Number	
PO Date	
Invoice Number	
Invoice Date	

“I/We certify that there has been no reduction in sale price of the goods of description identical to the goods supplied to the BCPL under the contract herein and such goods have not been offered/sold by me/us to any person/organization around the world up to the date of bill/ during the currency of the contract whichever is later, at a price lower than the price charged to the BCPL under the order”.

PLACE:

DATE:

AUTHORIZED SIGNATORY/SEAL OF MANUFACTURER

BILL OF QUANTITIES (SOR)

ANNEXURE: IV

SUB: PROCUREMENT OF MANAGED LAN SWITCHES FOR BCPL LAN

Sl. No.	Material Description	UOM	Qty.
1	24 PORT LAYER 3 SFP FIBER MANAGED SWITCH Long Text: 24 PORT LAYER 3 SFP FIBER MANAGED SWITCH WITH SFP PORTS	EA	01
2	L2 SWITCH Long Text: 8 TO 24 PORT L2 SWITCH	EA	04
3	SW, NETWRK Long Text: NETWORK SWITCH	EA	09